

# OUR CUSTOMER TERMS CLOUD SERVICES – RED HAT OPENSIFT DEDICATED

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# OUR CUSTOMER TERMS CLOUD SERVICES – RED HAT OPENSIFT DEDICATED

Certain words are used with the specific meanings set out below or in the [General Terms section of Our Customer Terms](#).

## 1 ABOUT THE RED HAT OPENSIFT DEDICATED SECTION

- 1.1 This is the Red Hat OpenShift Dedicated section of Our Customer Terms.
- 1.2 In addition to this Red Hat OpenShift Dedicated section of Our Customer Terms, unless we agree otherwise, the following terms also apply:
  - (a) General Terms of Our Customer Terms (see <http://www.telstra.com.au/customer-terms/business-government/index.htm>); and
  - (b) General Terms of the Cloud Services section (see <https://www.telstra.com.au/customer-terms/business-government#cloud-services>); and
  - (c) other parts of the Cloud Services section, depending on the nature of the products and services that you receive from us.
- 1.3 For an explanation of the interrelationship between the various sections of Our Customer Terms see clause 1 of the General Terms of the Cloud Services section at the link above.

## 2 RED HAT OPENSIFT DEDICATED

### What is Red Hat OpenShift Dedicated?

- 2.1 Platform as a service (PaaS) is a category of cloud computing that provides a platform enabling development, hosting, and management of applications, without the need to build and maintain the infrastructure, runtime and middleware.
- 2.2 OpenShift Dedicated is a cloud based PaaS solution that includes access to OpenShift Container Platform, hosted on Amazon Web Services within a private cluster, and managed by Red Hat. OpenShift Dedicated automates much of the provisioning and systems management of the application platform stack enabling you to create applications with a choice of programming languages, middleware and client side development tools.

### Eligibility

- 2.3 To be able to use the OpenShift Dedicated product, you must accept and comply with the Red Hat Enterprise Agreement available at <http://www.redhat.com/licenses> ("Red Hat Enterprise Agreement") and Appendix 4 to the Red Hat Enterprise Agreement which is attached to your application form.
- 2.4 OpenShift Dedicated is hosted in the cloud and provided to you as a managed service, therefore access requires an externally facing Internet or Direct IP based connection.

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- 2.5 All users will require a Telstra Online Identity to authenticate and login to the OpenShift Webconsole, CLI and/or API interface.

### 3 PLANS AND CHARGES

- 3.1 The pricing for OpenShift Dedicated and available Add-ons is set out in your application form.
- 3.2 OpenShift Dedicated and available Add-ons are purchased as annual subscriptions. We will charge you for your subscriptions in 12 monthly instalments.
- 3.3 Your subscription period for OpenShift Dedicated begins from activation of your cluster. Your subscription period for an Add-on begins from activation of the Add-on.
- 3.4 If an Add-on is purchased after the OpenShift Dedicated cluster, the initial subscription term (and total cost) of the Add-on may be reduced to align to the remainder of your OpenShift Dedicated subscription term. If the Add-on purchased is the "Additional 12TB of Network I/O per Year" Add-on, your additional 12TB of network I/O will also be pro-rated and reduced to align to the remainder of your OpenShift Dedicated subscription term.
- 3.5 Purchasing a JBoss Add-on entitles you to deploy the software onto one Application Node. Additional Add-on purchases are required if you wish to deploy onto multiple Application Nodes.
- 3.6 Your first and last monthly bill for OpenShift Dedicated and its Add-ons may be pro-rated to align to the Telstra Apps Marketplace billing cycle.
- 3.7 You must notify us at least 30 days before the end of your annual subscription if you wish to renew.
- 3.8 If you decide that you no longer wish to use an OpenShift Dedicated product before the end of your subscription period, it is recommended that you migrate your data out of your environment and let your subscription lapse (i.e. do not renew). You will receive a monthly bill from us for your entire subscription period.
- 3.9 If you do not renew your OpenShift Dedicated cluster before your subscription expiry date, your cluster will enter a state of reduced functionality for thirty days from the day of expiry. During these thirty days, you will retain API access to your cluster to allow you to migrate your data and applications if required. After these thirty days, your cluster will be cancelled and decommissioned.

### 4 SERVICE FEATURES

- 4.1 Additional information about OpenShift Dedicated can be found at <https://www.openshift.com/dedicated/>.
- 4.2 The pricing, configuration and add-ons available from us is set out in your application form and may not always exactly align to what is shown at on the Red Hat website. Your application form prevails to the extent of any inconsistency between your application form and the Red Hat website.

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- 4.3 Your Telstra Online Identity enables you to use the same credentials to access your OpenShift Dedicated services that you use to access and manage other services from us. Telstra Online Identity also allows you to use an existing user authentication system based on Azure Active Directory to access your OpenShift Dedicated cluster.

## 5 SERVICE LEVELS

- 5.1 The terms in this clause 5 prevail to the extent of any inconsistency with the Red Hat Enterprise Agreement and Appendix 4.
- 5.2 During the term of the OpenShift Dedicated services, we will use commercially reasonable efforts to maintain Monthly Availability for OpenShift Dedicated services at or above 99.5%.
- 5.3 If the actual Monthly Availability for a given calendar month during the OpenShift Dedicated subscription term falls below 99.5% and you have complied with these terms and the Enterprise Agreement and are current in payment of all applicable fees and charges, you will be eligible to receive a credit to be applied against your payment for the OpenShift Dedicated services for the month immediately following such month ("**Service Credit**").
- 5.4 Service Credits will equal a percentage of total amounts paid for the OpenShift Dedicated services in the calendar month in which the Monthly Availability rates fall below 99.5% based on the following:

Actual Monthly Availability	Service Credit percentage of amounts paid in the calendar month (to be applied against amounts owing in the subsequent calendar month)
99-99.5%	10%
<99%	30%

- 5.5 To receive a Service Credit, you must submit a reasonably detailed request to us within ten (10) days from the day when the OpenShift Dedicated services did not meet the Monthly Availability. In the request, you must include the following:
- (a) your name;
  - (b) your account details for the affected OpenShift Dedicated services;
  - (c) the dates, times and time zones during which you claim you are entitled to a Service Credit; and
  - (d) any service logs that document that the OpenShift Dedicated services experienced Downtime.
- 5.6 We will review the request and if the request is substantiated, we will acknowledge its approval of the Service Credit request.
- 5.7 Service Credits are only available with respect to OpenShift Dedicated services provided for a full calendar month and do not apply to evaluation subscriptions or any promotional period.

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- 5.8 Service Credits will be applied to the next invoice for the OpenShift Dedicated services issued after the Service Credit request has been approved and will not include refunds on prior payments or be applied toward professional services.
- 5.9 To the extent permitted by law, the Service Credits are your sole and exclusive remedy for any Downtime of the OpenShift Dedicated services.
- 5.10 Any request for a Service Credit must be submitted no later than the end of the next calendar month after the calendar month in which the Downtime is claimed to have occurred. Failure to comply with this requirement will forfeit your right to receive a Service Credit.
- 5.11 The total Service Credit to be issued by us to you for any and all Downtime that occurs in a single calendar month will not exceed 30% of the amount due for the use of the OpenShift Dedicated services in the applicable calendar month.

### 6 SPECIAL MEANINGS

- 6.1 The following words have the following special meanings in this OpenShift Dedicated part of the Cloud Services section (unless otherwise stated):

**Downtime** means a period of more than five consecutive minutes in which the OpenShift Dedicated services are unavailable for you to develop, build or deploy an Application in connection with the OpenShift Dedicated services, but excludes unavailability due to the following reasons:

- (a) any maintenance;
- (b) any force majeure event as described in the Enterprise Agreement or other failure or deficiency in availability caused by events outside Red Hat's reasonable control, including outages elsewhere on the Internet or due to a denial of service attack;
- (c) any actions or inactions by you or your authorised users;
- (d) any software, services or other technology provided by you or any third party;
- (e) any Service Suspension.

**Monthly Availability** means the total number of minutes in a calendar month, subtracting the aggregate minutes of all Downtime for OpenShift Dedicated during the calendar month and dividing that number by the total number of minutes in the calendar month.

**Service Suspension** means and temporary suspension of your access to the OpenShift Dedicated services or that of your authorised users where:

- (a) if we or Red Hat reasonably determines in our sole discretion that you or your authorised users use of the OpenShift Dedicated services or Your Content:
  - (i) poses a security risk to the OpenShift Dedicated services generally or to any third party;

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- (ii) adversely impacts the OpenShift Dedicated services generally or the use of the OpenShift Dedicated services by any other Red Hat third party user of the OpenShift Dedicated services;
  - (iii) would subject us or Red Hat to liability; or
  - (iv) may result in violation applicable laws or regulations; or
- (b) if you or one or your authorised users materially breaches these terms or the Enterprise Agreement.